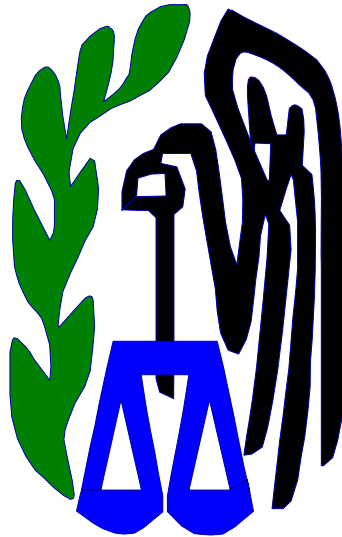


DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE



NOTE: OFFERS ARE NOT SOLICITED FROM FIRMS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. FIRMS ARE CLASSIFIED AS SUCH WILL CONSIDER THIS AN INFORMATIONAL COPY ONLY.

THIS IS A TOTAL SMALL BUSINESS SET-ASIDE

SOLICITATION NO. TIRSE-08-R-00001

DESCRIPTION Document Disintegration and Recycling Services For IRS Memphis, TN

CLOSING DATE 01/22/08, 12:00 P.M. LOCAL TIME

ISSUED BY: OFFICE OF FIELD PROCUREMENT BUSINESS OPERATIONS BRANCH
2900 WOODCOCK BLVD, SUITE 300, STOP 80 (N)
CHAMBLEE, GA 30341

PAGE 1 OF 3

6. SOLICITATION ISSUE

DATE	01/10/2008
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8. OFFER DUE DATE/
LOCAL TIME
01/22/2008 12:00 PM

% FOR

8(A)

☐ RFQ ☐ IFB ☒ RF

CODE	IRS0010
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CODE	INVB030
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18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED. ☐ SEE ADDENDUM

24.
AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
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☐ ARE ☐ ARE NOT ATTACHED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER
DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

SECTION I - SCHEDULE OF SUPPLIES/SERVICES AND PERFORMANCE WORK STATEMENT

PRICE SCHEDULE

Line Item	Description	Quantity	Unit	Unit Price/ Percentage	Total
	BASE PERIOD (Award through 9/30/2008)				
0001	Basic Service	6 estimated	Mo	\$	\$
0002	Additional Service				
0002A	- Remedial Maintenance	8 estimated	Hours	\$	\$
0002B	- Miscellaneous Service	8 estimated	Hours	\$	\$
0003	Recycling Credit	\$7,500 est.	Recycle Income	%	-\$ CR
	OPTION PERIOD I (10/01/08 – 09/30/09)				
1001	Basic Service	12	Mo	\$	\$
1002	Additional Service				
1002A	- Remedial Maintenance	15 estimated	Hours	\$	\$
1002B	- Miscellaneous Service	15 estimated	Hours	\$	\$
1003	Recycling Credit	\$15,000 est.	Recycle Income	%	-\$ CR
	OPTION PERIOD II (10/01/09 – 09/30/10)				
2001	Basic Service	12	Mo	\$	\$
2002	Additional Service				
2002A	- Remedial Maintenance	15 estimated	Hours	\$	\$
2002B	- Miscellaneous Service	15 estimated	Hours	\$	\$
2003	Recycling Credit	\$15,000 est.	Recycle Income	%	-\$
	OPTION PERIOD III (10/01/10 – 09/30/11)				
3001	Basic Service	12	Mo	\$	\$
3002	Additional Service				
3002A	- Remedial Maintenance	15 estimated	Hours	\$	\$
3002B	- Miscellaneous Service	15 estimated	Hours	\$	\$
3003	Recycling Credit	\$15,000 est.	Recycle Income	%	-\$ CR

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Line Item	Description	Quantity	Unit	Unit Price/ Percentage	Total
	OPTION PERIOD IV (10/01/11 – 09/30/12)				
4001	Basic Service	12	Mo	\$	\$
4002	Additional Service:				
4002A	- Remedial Maintenance	15 estimated	Hours	\$	\$
4002B	- Miscellaneous Service	15 estimated	Hours	\$	\$
4003	Recycling Credit	\$15,000 est.	Recycle Income	%	-\$ CR
	OPTION PERIOD V (10/01/12 – 60th Contract Month, anticipated on or about 03/31/13)				
5001	Basic Service	6 estimated	Mo	\$	\$
5002	Additional Service				
5002A	- Remedial Maintenance	8 estimated	Hours	\$	\$
5002B	- Miscellaneous Service	8 estimated	Hours	\$	\$
5003	Recycling Credit	\$7,500 est.	Recycle Income	%	-\$ CR
Total Estimated Contract Price (Sum of Line Items 0001-5003)					\$

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NOTICE TO CONTRACTOR: Estimated quantities are used for evaluation purposes only and the government does not commit to ordering estimated quantities or achieving estimated recycling income amounts listed in the Price Schedule.

***PERFORMANCE WORK STATEMENT
OPERATION AND MAINTENANCE OF DOCUMENT SHREDDER
AND
RECYCLING SERVICES***

1. GENERAL INTENT/BACKGROUND

It is the Government's intent to obtain services to sort, process and dispose of sensitive but unclassified (SBU) work-area trash generated at the Memphis IRS Campus (MIRSC) located at 5333 Getwell Road, Memphis, Tennessee.

1.1 SCOPE OF WORK

The Contractor shall provide all labor, supplies, supervision, tools, materials, transportation, equipment (except as otherwise provided) for on-site operation and maintenance of MIRSC's heavy duty industrial shredder/baler/tipper system (Shredder), and recycling of all recyclable items to the greatest extent practicable. The Contractor shall plan, schedule, coordinate and assure effective completion of all services to the standards identified in this contract, ensuring non-disclosure of confidential information. (See Section III, Exhibit 1, Performance Requirements Summary). The estimated quantities of work are listed in Section III, Exhibit 2, Workload Estimates.

1.2 Quality Control Plan (QCP)

The Contractor shall establish and maintain a complete QCP to ensure the requirements of the contract are provided as specified. The QCP shall provide the following:

- an inspection system providing for regularly scheduled and unscheduled inspections of all the services stated in this contract, as well as every task required to be performed
- a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and /or the Government inspectors point out deficiencies.
- a reporting system of all inspections conducted by the contractor indicating deficiencies and corrective action taken. This documentation shall be made available to the Contracting Officer's Technical Representative upon request during the term of the contract.

The Contractor shall submit a copy of his/her program to the COTR for approval within 10 work days prior to the start of the contract for review and approval. The Contractor may not begin work until the QCP has been approved.

1.3 Quality Assurance Surveillance Plan (QASP)

The government will evaluate the Contractor's performance under this contract using procedures outlined in the QASP. (Refer to Section III, Attachment 5) **NOTE TO**

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CONTRACTOR: The QASP is provided for information purposes only and is not binding on the government.

1.4 Physical Security

The Contractor shall be responsible for safe guarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment and materials provided for contractor's use shall be secured.

1.5 Contract Work Schedule

The Contractor will perform daily Monday through Friday, unless otherwise approved, the services required under this contract in accordance with the approved work schedule. Contractor's work schedule shall be submitted to the COTR for review and approval at least 10 work days prior to the effective date of contract services. Any subsequent change to the schedule shall be submitted for COTR's advance approval.

1.6 Energy Conservation

The Contractor shall ensure that all employees practice energy conservation by turning lights off and keeping outside doors closed when not in use.

2. DEFINITIONS

2.1 General Definitions

As used throughout this contract, the following terms shall have the meaning set forth below and specified as applicable to this contract.

- A. Additional Services – These services are intended to satisfy the Government's short term, non-recurring needs ordered on an as-needed basis in accordance with the ordering procedures for Additional Services outlined herein. Additional Services shall be performed as time-and-material priced work based on the labor rate(s) specified in the Price Schedule.
- B. Basic Services – All work requirements outlined in the Performance Work Statement, with exception of those specifically excluded, are considered "Basic Services." Basic Service shall be performed as firm-fixed-priced work in accordance with the fixed monthly rate specified in the Price Schedule.
- C. Contracting Officer (CO) – The Contracting Officer is a person with the authority to enter into, administer, modify, and/or terminate contracts and make related determinations and findings.
- D. Contracting Officer's Technical Representative (COTR) – An individual designated and authorized in writing by the CO to be responsible for

surveillance/monitoring of the Contractor's performance and to perform specific technical and administrative functions.

- E. Contractor – The term Contractor, as used herein, refers to both the primary Contractor and any subcontractor. The primary Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.
- F. Non-Sensitive Trash. Trash other than that identified as sensitive work area trash. Non-sensitive trash includes, but is not limited to, trash collected from restrooms, cafeteria, canteens, courtyards, and outside grounds. It also includes broken or used supply items (pens, binders, staplers, etc.).
- G. Performance Requirements Summary Table (PRST). The PRST describes to the contractor how the government will monitor performance. The proportions in column 6 found in the table represent the maximum of the contract value that the Government can deduct for nonperformance or unsatisfactory performance of a service requirement. The government has the unilateral right to change the Method of Inspection found in the table without notice.
- H. Processing Trash. The sorting, shredding, baling and disposing of collected trash from MIRSC, forwarding recyclable trash to a certified recycling establishment and returning non-sensitive trash to Janitorial for disposal.
- I. Project Manager. An on-site project manager, foreman, or superintendent assigned to manage the project.
- J. Quality Assurance Surveillance Plan (QASP) is designed to aid the COTR in providing effective and systematic surveillance of all aspects required under the contract.
- K. Quality Control. A method used by the Contractor to control the quality of goods and services provided.
- L. Sensitive But Unclassified (SBU) Trash. All trash generated in the work areas of the facility at MIRSC. This includes, but is not limited to, trash from individual waste cans, records released from Administrative Records Storage Area (ARSA), magnetic tapes from the Computer Room, storage area bulk trash, materials that contains taxpayer's identification information, other material that may be designated from time to time by IRS.
- M. Shredder. The Government owned industrial shredder system, which includes the heavy-duty industrial shredder SEM Model No.A5010, the AMS-T2Tipper, and the 4000 Series Balemaster Baler. (Operation and Maintenance Manuals will be provided by the COTR.) a service requirement. The Government has the unilateral right to change the Method of Inspection found in the table without notice.

- N. Surveillance Activity Checklist. A "Surveillance Activity Checklist" may be used By the COTR/Evaluator to document contractor performance.

3. Government Furnished Property and Service.

The following supplies, equipment and utilities are to be provided in support of Contractor's performance of contract services.

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- A. Government-owned shredder system.
- B. Utilities
- C. Contractor office space in Module A of MIRSC.
- D. Installation of a local (inside) phone extension in the Contractor office area for calls of official business made by/to the Contractor within the MIRSC facility.

4. Contractor Furnished Items and Services

Except for those items or services specifically stated in paragraph 3, Government Furnished Property and Service the Contractor shall furnish everything needed to perform this contract according to all its terms.

The Contractor shall be responsible for providing the Government with Material Safety Data Sheets (MSDS) on all materials to be used under the contract no later than 10 work days prior to the effective date of contract services. The storage and disposal of used materials and/or chemicals required in the performance of this contract shall meet all Federal, State and Local Environmental regulations.

5. SHREDDER OPERATION AND MAINTENANCE

All shredding is to be in accordance with the instructions contained in the Operation and Maintenance (O&M) manuals for the shredder equipment. Established safety precautions outlined in the O&M manuals must be observed at all times during shredder operation.

5.1 Preventative Maintenance

Contractor shall perform in accordance with its approved Preventative Maintenance (PM) Plan. At a minimum, PM shall conform to manufacturer's recommended scheduled procedures. Contractor's Plan shall be submitted to the COTR for review and approval no later than 10 work days prior to the effective date of contract services.

5.2 Remedial Maintenance

Remedial Maintenance is considered to be services to correct or prevent malfunctions not covered by preventative maintenance procedures. The Contractor shall be

responsible for the repair (to include material, parts, and labor) of the Government-owned shredder equipment up to the first \$500.00 of each repair.

The Contractor shall immediately take necessary action to perform any repairs up to the \$500.00 ceiling. The Contractor shall make repairs immediately upon detection of a problem in order to prevent downtown or backlog of trash.

Prior to performing any repair exceeding \$500, the Contractor shall promptly notify the COTR of repair needed and provide the COTR an itemized written estimate at no additional cost to the Government. All remedial maintenance in excess of \$500.00 AUTHORIZED by the Government shall be ordered pursuant to "Additional Services" terms and conditions outlined herein (Refer to Paragraph 12 below.)

The contractor is responsible for maintaining a record of all repairs, regardless of cost. Written notification shall be provided to the COTR of ALL repairs that have been made.

6. TRASH PROCESSING

NOTE: ALL REFERENCE TO "TRASH" THROUGHOUT THIS DOCUMENT SHALL MEAN "SENSITIVE BUT UNCLASSIFIED (SBU) WORK AREA TRASH" UNLESS SPECIFICALLY IDENTIFIED AS "NON-SENSITIVE TRASH".

The Contractor is responsible for properly sorting, shredding/baling, and disposing of MIRSC trash, removing those items which are not to be run through the shredder. Following sorting, non-sensitive trash may be returned to the janitorial staff for proper disposal.

6.1 Daily Trash

The Contractor shall be responsible for processing trash collected on a daily basis. Trash collected on site at MIRSC will be brought to the designated shredder area for the Contractor to process. The contractor shall ensure that all trash dumpsters delivered to the designated shredder area as of 11:30 pm each work day, Monday through Friday, for processing by the Contractor, shall be emptied of all trash and the empty dumpsters returned and made available for the janitorial staff's use beginning at 7:00 am the following work day. Government holidays are excluded. The Contractor shall have no backlog of trash left from the previous workday.

6.2 Periodic Trash

Periodically, volumes of administrative records will be released from the Administrative Records Retention Storage Area (ARSA) and warehouse clean out of the bulk storage trash which shall be brought to the shredder area to be shredded in conjunction with the daily shredding of trash. The Government shall give advance notice to the Contractor of the quantity of records or bulk storage being released, if such notice is deemed beneficial by the Contractor in scheduling the additional workload.

Other types of trash brought to the shredder area for recycling purposes, which do not require sorting or shredding, include, but not limited to, cardboard, toner cartridges, computer tapes, and pallets.

On occasion, MIRSC may accept minimal quantities of trash, not to exceed 25 one cubic foot boxes annually, from other governmental offices to be processed with the daily shredding of trash at no additional cost to the Government.

7. EQUIPMENT DOWNTIME

In the event the Shredder is down for repairs resulting in a backlog of unprocessed trash, the Contractor shall implement an effective and economically efficient contingency plan to prevent the backlog of unprocessed trash. The Contractor's plan shall meet all requirements for document security and be submitted to the COTR for approval prior to implementation. Any additional cost to the Government shall be requested by the contractor in advance under "Additional Services" terms and conditions.

8. TRASH DUMPSTER STORAGE

All trash dumpsters (both those containing trash and empty dumpsters) shall be stored only in MIRSC's shredder system area.

9. TRASH STORAGE, REMOVAL, CLEAN UP

9.1 Trash Storage

Processed trash may not be stored in the MIRSC shredder room or on the shredder dock. The Contractor shall be responsible for daily disposal and proper storage of trash. The Contractor may place one or two truck trailers (up to 53') at the Shredder Dock for storing shredded/recyclable trash at no cost to the Government.

The Contractor shall take immediate action to have processed trash properly stored or removed from the site and disposed of in accordance with local environmental regulations. The Contractor shall bear all costs associated with transport and disposal.

9.2 Clean-Up

At the end of each workday, debris (e.g., shredded bits of paper and other trash) from the trash processing operation is to be cleared from the work area, as well as other areas affected by the operation. Areas to be policed and cleaned include the shredder room, shredder Dock A, the entire driveway to shredder Dock A, and the grassy area adjacent to the dock and driveway. (Refer to Section II)

10. RECYCLING PROGRAM

The Contractor shall implement and maintain a program to recycle trash to the maximum extent practicable, including but not limited to, paper; computer tapes; cardboard; microfilm cartridges; toner cartridges and wooden pallets. See Exhibit 2, Recycled Trash Estimates, for estimated quantities of trash available for recycling.

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The Contractor shall perform in accordance with his approved plan incorporated by the Contracting Officer at the time of the contract award. The Contractor shall plan, schedule, coordinate and assure effective performance of all recycling services.

10.1 Program Requirements

The Contractor shall be responsible for having all trash designated for recycling, removed from the IRS premises and transported to a processing facility approved by the COTR. Recyclable trash shall be destroyed within a 24 hour period from time of haul off, ensuring the facility offers the competitive market price for the recyclable trash. All trash designated for recycling must be shredded using the MIRSC on site Document Destructor/Baler unless another method is authorized by the COTR. All costs associated with the Contractor's recycling program shall be paid by the Contractor.

The Contractor shall be responsible for document security of all trash from the time of haul-off until it has been destroyed. Any loss of security due to Contractor negligence may result in termination of the contract.

10.2 Recycled Trash Income Credit

Contractor rebates shall apply to all trash sold and proceeds received by Contractor as a result of contract recycling efforts regardless of whether it is processed through the shredder. The rebate will be in the form of a credit to the Government. The Contractor shall give the Government a percentage, in accordance with the contract's Price Schedule, of all recycled trash income received.

All income the Contractor receives from the sale of IRS recycled trash shall be reported on a monthly basis to the COTR. The report shall include: type of trash, trash quantity, rate of sale (i.e., price per pound/ton), buyer's name and address. Contract credit(s) to be provided IRS by the Contractor from the sales of recycled trash shall be a separate line item credit to be deducted from the monthly billing under Basic Services.

11. REPORTING REQUIREMENTS

The Contractor shall prepare reports outlined below and submit in accordance with the delivery requirements specified to the COTR for review and approval. A Certificate of Destruction shall be furnished upon request

- A. Maintenance Reports certified as having been performed (submitted monthly)
 - Preventative maintenance report, and Remedial maintenance report

- B. Recycled Trash Report in accordance with "Recycling Program" (submitted monthly). A report of all trash recycled.
- C. Production Report (submitted weekly). Weekly report to include the number of bales and type of recycling processed for recycling.
- D. Certificate of Destruction - Periodic Report of non-shreddable trash sent to a recyclable facility for destruction.

12. ADDITIONAL SERVICES

Additional Services are other than Basic Service. Additional Services are non-recurring requirements for related contract services not covered under the service requirements outlined above. Additional services may be required and will be requested on an as-needed basis by the Government. Additional services include, but are not limited to, the following:

- A. Remedial Maintenance exceeding \$500.00 per incident.
 - Contractor is responsible for paying the first \$500.00 of each repair as part of Basic Services.
 - Repairs are to be scheduled timely and performed successfully in order to prevent downtime and/or backlog of trash.
 - Repairs are to be performed in accordance with the terms of the individual Service Order
- B. Miscellaneous Services (Destruction of documents or any other service approved in advance by the COTR that are outside the scope of Basic Service Requirements).
 - Service is to be scheduled timely and performed satisfactorily in order to achieve required outcome.
 - Services are to be performed in accordance with the terms of the individual Service Order.

These services will be funded from the "additional services" portion of the contract and ordered and performed in accordance with the terms and conditions outlined specifically herein for Additional Services.

12.1 Ordering Procedures

- A. Work identified as Additional Services is optional work that the Government will order on an as-needed basis. The Government makes no guarantee to order Additional Service work.
- B. A ceiling price for Additional Services, which the contractor exceeds at its own risk, shall be established in writing by the Contracting Officer at time of contract award or through contract modification. The ceiling price is a cumulative total applicable to all individual Service Orders placed by the Government under the terms of the contract (see "D" below).

- C. Authorized Ordering Official. The Contracting Officer's Technical Representative, is authorized to order services up to \$3000 per individual service order, or the available funding on the contract for Additional Services, whichever is less.
- D. Individual Service Order(s). A Service order for the performance of Additional Services work will be issued the Contractor by the Authorized Ordering Official. A separate ceiling amount (for which the Contractor shall not exceed) will be established by the Ordering Official. The cumulative value of all individual Service orders shall not exceed the ceiling price established in writing by the Contracting Officer (see "B" above).
- E. Each Service Order will be issued in writing and contain, as a minimum, the following information:
- ☐ Individual Service Order Number
 - ☐ Date of order;
 - ☐ Description of work;
 - ☐ Individual service order ceiling price (total price that contractor exceeds at its own risk);
 - ☐ Scheduled delivery/completion date; and
 - ☐ Authorized Ordering Official's name and signature.
- F. Verbal Orders. Verbal service orders may be issued in times of emergency when a written order can not be issued to the contractor timely. The contractor and Ordering Official shall ensure a clear understanding of (1) the work to be performed; (2) task order ceiling price; and, (3) delivery/completion date. All orders are to be confirmed in writing by the Ordering Official and acknowledged by the contractor within 3 business days.

12.2 Performance Schedule

An individual performance schedule for each Service order shall be determined when services are requested. Performance is to be mutually agreeable between the Ordering Official and contractor. The contractor has a responsibility to reasonably accommodate the government's need for completion within required timeframe.

12.3 Payment

Payment will be made in accordance with FAR clause 52.232-7, Payments Under Time-and-Material and Labor-Hour Contracts. Labor shall be billed based on the applicable labor hour rate(s) as listed in the contract Price Schedule. Billing for reimbursement of Contractor's material or subcontract costs will be supported with copy of actual invoice copies from the supplier, clearly listing the costs for the materials or services furnished. Contractor's material handling costs shall include only cost clearly excluded from the labor hour rate. All labor hour costs are to be supported with a copy of the sign in/out log or other documentation of time actually spent on the job approved by the CO.

12.4 Subcontractor Costs

- A. The Contractor shall provide a copy of the subcontractor's proposal for the ordering official's approval prior to beginning work. NOTE: Ordering official may require Contractor to submit more than one quote by obtaining competitive bids from up to three contractors.
- B. The Contractor reimbursement will be based on the actual cost of subcontracted work exceeding \$500.00. No add-on charges will be allowed. All charges for subcontracted work shall be billed the Government by the Contractor and supported with a copy of the subcontractor's itemized invoice.

13. AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, AND CONTRACTOR'S PROJECT MANAGER

13.1 CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

____(to be named at time of contract award) ____
 IRS, Southeast Procurement Branch
 2888 Woodcock Blvd., Suite 300, Stop 80-N
 Atlanta, GA 30341
 Phone: 404/338-9213

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

13.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) for this contract is:

Primary COTR: ____ (to be named at time of contract award) ____
 Office Location:

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions,

it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

13.3 PROJECT MANAGER

The Contractor's Project Manager for this contract is:

Name: _____

Address: _____

Phone Number: _____

The Project Manager shall have the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur.

The Project Manager, or designated representative, shall respond within one hour after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

14. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the COTR or duly authorized representative. Additionally, the Government reserves the right to inspect the site at any time during the term of this contract to ensure continued compliance with the specifications.

15. PERIOD OF PERFORMANCE

The contract consists of a base period ending September 30, 2008, plus four 12-month option renewal periods and a fifth option renewal of approximate 6 months bringing to total contract term to 60 months. Options will be exercised in accordance with contract terms. Work under this contract is to commence within 30 days of contract award. Contract award is anticipated to be made on or about 02/29/08.

16. PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at the Memphis Internal Revenue Service located at 5333 Getwell Road, Memphis, TN 38118.

17. INVOICE DELIVERY

The original invoice shall be submitted to the Finance Center indicated in block 18a of the Standard Form (SF) 1449. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be sent to the COTR and Contracting Officer. (refer to paragraph 13 above)

Billings are to be submitted monthly in arrears. Payment will be made in accordance with the Prompt Payment clause contained in the contract.

18. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

In accordance with FAR 52.228-5, Insurance - Work On A Government Installation, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract.

- A. Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.00.
- B. General Liability Insurance - Bodily Injury Liability - \$500,000.00 per occurrence.
- C. The Contractor shall hold harmless the United States Government for any and all claims arising out of the acts and/or omissions of its personnel in the course and scope of performing their contractual duties under this Agreement.

19. NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his/her own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

20. EFFORT REQUIRED OF THE CONTRACTOR

- A. The specifications herein are a statement of the minimum level of work and services which the Contractor must provide. They are not intended to be, nor shall they be construed as, either maximum performance levels or limitations on the effort the Contractor must expend to accomplish the work.
- B. Determination of the total staff hours required each day to perform the work specified herein is the sole responsibility of the Contractor, subject to any Governmental inspection as specified in this contract. It shall be the Contractor's duty to meet Governmental needs, tasks, and requirements under this Contract and as directed over the life of the contract and any applicable option periods. No statement in these requirements shall be construed as being contrary to this offeror/Contractor responsibility.

- C. It is of the utmost importance that the Contractor utilizes skilled, productive, employees to ensure satisfactory performance of the required services. Failure to utilize skilled, productive, employees may result in unsatisfactory work performance or unaccomplished work

21. LICENSES

- A. Any contractor employed in a trade, craft, or profession which is licensed by state and/or local authorities shall have the appropriate license prior to performing any of the work specified herein if such is required by the state or local authorities in the location named in this contract. The appropriate licensing authority must be of a grade or level consistent with the requirements of the work being performed and/or as required by the license.
- B. The Contractor shall furnish a copy of the license if such is required.

22. SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT)

- A. No later than five days after receiving the award, the Contractor shall submit to the COTR, a completed NBIC Clearance Package and Non-Disclosure Agreement for every replacement employee before he/she begins work on this contract work. The COTR will immediately forward the paperwork to NBIC to begin the process of getting security clearance for the Contract employee to work on site. No employee may begin work until an interim clearance notification is received by the CO or COTR. Note: Instructions for completing forms may be obtained from the COTR assigned to this contract. Forms are completed on line and downloaded to a disk prior to submission to the COTR.
- B. After the forms have been processed, the CO or the COTR shall immediately notify the Contractor if any unfavorable security clearance reports are received on any employee(s). The Contractor shall immediately relieve that employee of all duties and responsibilities related to this contract.
- C. The Government may, as it deems appropriate, authorize and grant escort only clearances to employees of the Contractor provided the Contractor or his designated employee that is to perform escort duties has a final NBIC Clearance. However, the granting of an escort only clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either escort only or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

23. EMPLOYEE IDENTIFICATION/BUILDING PASSES

- A. The Government shall require each Contractor employee to have an Identification/Photo Badge when entering on duty.

The Government shall furnish the equipment and materials required to make the badges and will take the pictures. The Contractor shall make their employees available for photographs at times which have been mutually approved by the Contractor and the COTR.

- B. The COTR, or their designees, shall periodically compare the employees' badges with their personal identification to ensure that the badges are being properly used.
- C. The Contractor shall:
 - (1) Ensure that their employees wear their badges in the proper manner, above the waist, preferably attached at the collar whenever they are in the building;
 - (2) Return the badge of any dismissed or terminated employee to the COTR;
 - (3) Notify the COTR when any badge(s) are lost; and
 - (4) The Contractor and Contractor employees shall not enter the facility except in the performance of duties and work required by this contract, and will adhere to the entry controls and security standards, as specified by the Government.

24. EMPLOYEE CONDUCT

The Contractor shall:

- A. If requested by the COTR, require all employees, including the Project Manager (PM), to attend an annual Security Briefing at the MIRSC building (location and time to be announced). Topics and principles discussed shall become the responsibility of the contractor in regard to compliance. Additional security related meetings may be called from time to time by the COTR. Attendance by the designated contractor personnel is mandatory.
- B. If requested by the COTR, ensure that their employees are knowledgeable about, and comply with, the rules and regulation promulgated in Attachments 1 through 3. Each contractor employee shall read and sign Attachment 4 acknowledging understanding and compliance with these rules and regulation. The signature page shall be delivered to the COTR immediately after signing. Copies may be made without permission as needed.
- C. Maintain standards of competency, conduct, appearance, and integrity in their employees, which are satisfactory to the COTR.
- D. Take appropriate disciplinary action with respect to their employees.
- E. Ensure that their employees do not enter Government offices or use Government telephones, except as the COTR may authorize any of these actions.

- F. Relieve an employee of all duties and responsibilities related to this contract if either the ACO or the COTR deem that person to be:
- (1) Unqualified or unfit to perform their assigned duties.
 - (2) Careless or incompetent.
 - (3) Unsuitable or otherwise objectionable, or whose continuing employment on the work is contrary to the public interest or inconsistent with requirements of national security.
 - (4) Non-compliant with the building regulations and/or safety procedures.

25. SUITABILITY OF MATERIALS AND USE OF PROPERTY

- A. All supplies, materials, repair or replacement parts, equipment, or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, size, and so forth, customarily used in the trade for work. The Contractor at their expense shall replace any such item(s) deemed unsuitable by the COTR.
- B. Any equipment located in IRS space, or equipment placed there by the IRS during the term of this contract, such as tables, chairs, benches, clothes lockers, and so forth, may be used by the Contractor only as such use is authorized in writing by the COTR.
- C. The Contractor shall maintain all building space assigned and any Government-owned equipment authorized for contract use, in a neat, clean, orderly, and working condition at all times and, at the expiration of this contract, shall return all such property to the Government in the same condition it was in at the time it was authorized for use, normal wear and tear accepted.
- D. The Government will not be responsible in any way for damage to, or loss of supplies, materials, tools, equipment, or personal property belonging to the Contractor or their employees.
- E. Government property shall remain so in all respects at all times.
- F. The Contractor shall take all reasonable precautions, either as directed by the Government, or in the absence of specific direction, in accordance with sound industrial practice, to safeguard and protect all Government property with which he/she comes in contact with while performing the work specified herein.

26. APPLICABLE MINIMUM HOURLY RATES OF WAGES

Department of Labor Wage Determination No. 2005-2495, Rev. 6, dated 08/17/2007 is applicable to this contract (See Exhibit 3.) A collective bargaining agreement does not apply to the predecessor contract.

27. DEDUCTIONS

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions, may therefore, be made as specified below (which supplements FAR clause 52.249-2, Termination for Convenience of the Government (Fixed Price), but does not reduce or limit the Government's right there under). This paragraph also supplements FAR 52.249-8, Default (Fixed-Price Supply and Service), but does not limit the Government's rights thereunder. Deductions for work performed improperly may be made as though the work has not been performed.

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28. PAYMENT DEDUCTION CLAUSE

A. Inspection: All contractually specified work will be inspected by the Contracting Officer to ensure that work is accomplished as approved by the Contracting Officer.

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B. Deductions for Unsatisfactory or Nonperformed Work:

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An amount equal to the value of the unsatisfactory or nonperformed work, as determined by the Contracting Officer using the procedures described in the following paragraphs, will be deducted from any payment due the contractor. In the event the contractor disagrees with the Contracting Officer as to any deduction, such disagreement shall be subject to the contract clause entitled "Disputes."

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Deductions for items or services inspected by methods, other than random sampling, will be determined in accordance with FAR clause 52.246-4, Inspection of Services Fixed-Price. See Payment Analysis, Formulas 1, 2, 3, & 4 in this section.

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In general, projected deductions for items or services inspected using random sampling will be determined in accordance with the procedures outlined in this section.

C. Payment Analysis: Payment analysis is used to determine deductions in the payment for line items which correspond to services found unsatisfactory regardless of whether the Government allows the service to be reperformed.

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Payment analysis is broken down into two separate categories -- Deduction for Documented Defects and Deduction Projection.

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D. Deduction for Documented Defects: Each documented defect represents a loss in value to the Government and increases the administrative burden. The administrative burden may include: original inspection time, reinspection time, vehicle time, and functional personnel performing additional recording and reporting tasks. Deductions for documented defects will be computed as follows:

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(1) Work found unsatisfactory, or work not performed at all: 10% of service value of observed defects for administrative costs plus cost of service value lost. See Formula 1, Payment Analysis.

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(2) Work found unsatisfactory and successfully reperfomed by the contractor: 10% of service value of observed defects for administrative costs. See Formula 2, Payment Analysis.

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(3) Work found unsatisfactory and reperfomed by the Government: 20% of service value of observed defects for administrative costs plus cost of service (Government cost to reperform). See Formula 3, Payment Analysis.

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(4) Work found unsatisfactory and reperfomed by another contractor: 20% of service value observed defects for administrative costs plus the contract price for the additional contractor. See Formula 4, Payment Analysis.

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E. Deduction Projection: Payment analysis for Deduction Projection is applicable when the primary inspection method is Random Sampling. Deduction for documented defects is shown in Formula 5. When Random Sampling is used, a random sample is chosen from the total population or lot size to be inspected. Using the designated AQL for the service, the size of the random lot sample and the reject number are determined in accordance with the QASP sampling plan. The selected lot sample is inspected and the lot sample is accepted or rejected based on the inspection results.

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If the lot sample is acceptable, the payment analysis is as shown in Payment Analysis, Formulas 1, 2, 3 & 4. The observed defects in the sample may or may not be corrected, and if corrected, may be corrected by the contractor, the Government, or another contractor. Administrative costs are the same.

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If the lot sample is rejected, the Observed Defect Rate (ODR) is calculated by dividing the number of observed defects by the sample size. The ODR x 100 is the percent defective of the sample. This percent defective is projected to the uninspected units of the population, or lot size. The total number of defects is then the sum of the observed and the projected defects. The number of uninspected units is the lot size minus the sample size. The observed defects in the sample may or may not be corrected, and if corrected, may be corrected by the contractor, the Government, or another contractor. Administrative costs are the same

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29. ADJUSTING PAYMENTS

A. Under FAR clause 52.246-4, Inspection of Services - Fixed Price, payments may be adjusted if services do not conform to contract requirements. The Contracting Officer will inform the contractor, in writing, of the type and dollar amount proposed deductions by the 20th calendar day of the month following the performance period in which the deductions are to be made. However, this does not preclude the Contracting Officer from taking deductions for prior deficiencies that were unknown to Government officials during normal or routine inspections.

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B. The Contractor may, within 20 calendar days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or

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all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 20-day period will be interpreted to mean that the contractor accepts the deductions proposed.

- C. Payments (except for the final payment) will not be delayed or withheld until disputes over proposed deductions are settled. If the CO determines that any or all of the proposed deductions are warranted, the CO shall so notify the Contractor, and adjust subsequent payments under the contract accordingly.

30. PERFORMANCE REQUIREMENTS SUMMARY TABLE (PRST) DESCRIPTION

The Performance Requirements Summary Table (PRST) is provided as Exhibit 1.

The purpose of this exhibit is to identify the contract requirements in a summary form as follows:

Required Service (Column 1): This column contains a brief summary of each service requirement either identified as a Contract Line Item Number (CLIN) or as a subline of a CLIN from the price schedule in Section I.

Paragraph Number (Column 2): This column contains the paragraph number of the requirement in Section I of the solicitation corresponding to the required service.

Standard (Column 3): This column identifies the performance standard of the required service to be met.

Acceptable Quality Level (AQL) (Column 4): This column shows the acceptable quality level used by the Government when performing Payment Analysis based on Deduction Projection. Refer to "Payment Deduction Clause "listed above". Defective performance in excess of the AQL is unsatisfactory.

Method of Surveillance (Column 5): This column shows the method of surveillance anticipated for the service requirement. The following methods are available and more than one may be used for each service requirement: Random Sampling, Planned Sampling, 100 Percent Inspection, Validated Customer Complaints, and Unscheduled Inspection. The Government is not restricted to using the methods chosen and shown in Column 5.

Proportion of Required Service to Total Contract Price (Column 6): **TO BE COMPLETED BY THE OFFEROR**, and submitted as specified in Section IV, paragraph . This column represents the maximum of the contract value that can be deducted for nonperformance or unsatisfactory performance of a service requirement or subtask. The Contractor shall indicate the percentages of the total overall effort for contract work for the items identified in the corresponding "Required Service" column. (Refer to Section III, exhibit 1). The deduction is 100% of the CLIN

value if there is only one performance task associated with the requirement. If there are two or more performance tasks, each is expressed as percentage of the CLIN value. The subtask percentages shown total to 100% of the CLIN value. The CLIN prices in the Price Schedule (Section I) at the time of contract award are the basis for these values. Additionally, this PRST will become a part of the Government's Quality Assurance Surveillance Plan (QASP) (provided for information only as Attachment 5 in Section III.)

31. CONTRACT SURVEILLANCE

The Government will execute a quality assurance program to inspect quality of contractor services as specified in the QASP. The QASP is not a part of the solicitation, nor will it be made a part of the resulting contract. The Government has the right to change or modify inspection methods as its discretion.

When random sampling is used for surveillance, payment will be adjusted by the observed nonconforming items projected across the total population of services for the invoice period, adjusted for specific work satisfactorily reformed. Observed defects external to the sample will not be used as a basis for deduction projection, but will be considered in payment for rework. The projected defect rate will be adjusted in the contractor's favor by rounding down to the nearest whole number to establish a more statistically confident indication of the contractor's true performance.

When other than random sampling is used for surveillance, payment will be adjusted by these nonconforming work items actually observed and which were not reformed.

When surveillance efforts indicate that the contractor's performance is unsatisfactory, the contractor will be notified and appropriate administrative actions will be taken in addition to the payment deductions discussed above. The contractor shall be assessed an administrative fee for surveillance of unsatisfactory work in accordance with the above Payment Deductions Clause.

FORMULA 1 PAYMENT ANALYSIS

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Work found unsatisfactory and not reperformed by anyone, or work not performed at all:
10% of service value of observed defects for administrative costs plus cost of service value lost.

Payment Analysis Definitions:

Requirement	= R	["Required Service" as outlined in PRST, Column 1]
Surveillance	= S	[Method of surveillance used by the government]
Contract Value (\$)	= CV	[Applicable Contract Line Item Price times the "Proportion of Required Service to Total Line Item Price" listed in PRST, Column 6]
Population	= P	[Number of required output per surveillance period]
Defects	= D	[Number of observed defects per surveillance period]

Calculation:

1. Cost of service (CS) = CV/P
2. Service Value Lost (SVL) = $D * CS$
3. Admin Cost (AC) = $10\% * SVL$
4. Deduction = $AC + SVL$

**FORMULA 2
PAYMENT ANALYSIS**

Work found unsatisfactory and successfully reperformed by the contractor: 10% of service value of observed defects for administrative costs.

Payment Analysis Definitions:

Requirement	= R	["Required Service" as outlined in PRST, Column 1]
Surveillance	= S	[Method of surveillance used by the government]
Contract Value (\$)	= CV	[Applicable Contract Line Item Price times the "Proportion of Required Service to Total Line Item Price" listed in PRST, Column 6]
Population	= P	[Number of required output per surveillance period]
Defects	= D	[Number of observed defects per surveillance period]

Calculation:

1. Cost of Service (CS) = CV/P
2. Service Value (SV) = $D * CS$
3. Admin Cost (AC) = $10\% * SVL$
4. Deduction = AC

FORMULA 3
PAYMENT ANALYSIS

Work found unsatisfactory and reperfomed by the Government: 20% of service value of observed defects for administrative costs plus cost of service (Government cost to reperform)

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

Govt Cost = GC

*Population is defined as the number of required output per surveillance period.

Calculation:

1. Cost of Service (CS) = CV/P

2. Service Value (SV) = $D * CS$

3. Admin Cost (AC) = $20\% * SV$

4. Government Cost (GC) = GC

5. Deduction = $AC + GC$

FORMULA 4 PAYMENT ANALYSIS

Work found unsatisfactory and reperformed by another contractor: 20% of service value observed defects for administrative costs plus the contract price for the additional contractor.

Payment Analysis Definitions:

Requirement	= R	["Required Service" as outlined in PRST, Column 1]
Surveillance	= S	[Method of surveillance used by the government]
Contract Value (\$)	= CV	[Applicable Contract Line Item Price times the "Proportion of Required Service to Total Line Item Price" listed in PRST, Column 6]
Population	= P	[Number of required output per surveillance period]
Defects	= D	[Number of observed defects per surveillance period]
New Contract Cost	= NCC	[Cost of new contract awarded to another contractor]

Calculation:

1. Cost of Service (CS) = CV/P
2. Service Value (SV) = $D * CS$
3. Admin Cost (AC) = $20\% * SV$
4. New Cont Cost = NCC
5. Deduction = $AC + NCC$

FORMULA 5
DEDUCTION ANALYSIS w/PROJECTION

Work found unsatisfactory and not reperformed by anyone, or work not performed at all:
 10% of service value of "sample" defects for administrative costs plus cost of service value lost.

Payment Analysis Definitions:

Requirement	= R	["Required Service" as outlined in PRST, Column 1]
Surveillance	= S	[Method of surveillance used by the government]
Contract Value (\$)	= CV	[Applicable Contract Line Item Price times the "Proportion of Required Service to Total Line Item Price" listed in PRST, Column 6]
Population	= P	[Number of required output per surveillance period]
Defects	= D	[Number of observed defects per surveillance period]
Sample Size	= SS	[Size of random sample determined in accordance with the QASP sampling plan]
AQL	= A	[Acceptable Quality Level as outlined in PRST, Column 4]

Calculation:

1. Cost of Service (CS) = CV/P
2. Observed Defect Rate (ODR) = $D * SS$
3. Uninspected Units (U) = $P - SS$
4. Projected Defects (PD) = $U * ODR$
5. Total Defects (TD) = $D + PD$
6. Service Value (SV) = $D * CS$
7. Admin Cost (AC) = $10\% * (D * CS)$
8. Deduction Projection = $AC + SV$ = Total amount of payment deduction

SECTION II - CLAUSES

1. CENTRAL CONTRACTOR REGISTRATION

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	Central Contractor Registration	(July 2006)

2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (SEPT 2007)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

CLAUSE INCORPORATED: (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

CLAUSE INCORPORATED: (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

CLAUSE INCORPORATED: (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C.

644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

CLAUSE INCORPORATED: (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

CLAUSE INCORPORATED: (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

CLAUSE INCORPORATED: (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

CLAUSE INCORPORATED: (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

(17) 52.222-19, Child Labor Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

CLAUSE INCORPORATED: (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

CLAUSE INCORPORATED: (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

CLAUSE INCORPORATED: (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

CLAUSE INCORPORATED: (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

CLAUSE INCORPORATED: (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

CLAUSE INCORPORATED: (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

CLAUSE INCORPORATED: (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50.

(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(27) (i) 52.225-3, Buy American Act _Free Trade Agreements _ Israeli Trade Act (AUG 2007)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(28) 52.225-5, Trade Agreements (AUG 2007)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

CLAUSE INCORPORATED: (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (AUG 2006)(42 U.S.C. 5150).

(31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (AUG 2006)(42 U.S.C. 5150).

(32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(33) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

CLAUSE INCORPORATED: (34) 52.232-33, Payment by Electronic Funds Transfer_Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

(35) 52.232-34, Payment by Electronic Funds Transfer_Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

(36) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(37) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(38) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

CLAUSE INCORPORATED: (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

CLAUSE INCORPORATED: (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Recycling Specialist: WG-5, \$13.13; Material Handling Laborer: WG-2, \$10.43; and Recycling Laborer: WG-3, \$11.34

CLAUSE INCORPORATED: (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

3. 1052.2249000A Disclosure of Information-Safeguards (January 1998)

In performance of this contract, the Contractor agrees to comply and assume responsibility for compliance by its employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) Should a person (contractor or subcontractor) or one of his/her employees

make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default (Fixed Price Supply and Service) clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

4. 1052.2249000D Disclosure of "Official Use Only" Information Safeguards (December 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

5. 1052.2249001A IRSAP 1052.224-9001(a) Disclosure of Information--Criminal/Civil Sanctions (January 1998)

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of

returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

6. 1052.2249001B IRSAP 1052.224-9001(b) Disclosure of Information-Official Use Only (December 1988)

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of Clause]

7. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**9. 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

SECTION III - Exhibits and Attachments

EXHIBITS NO.	TITLE	PAGES
1	Performance Requirements Summary	4
2	Workload Estimates	1
3	Wage Determination	11

ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
1-4	Federal Building Regulations	10
5	Quality Assurance Surveillance Plan	42
6	Map of shredder Room	1

EXHIBIT 1

PERFORMANCE REQUIREMENT SUMMARY TABLE					
REQUIRED SERVICE	PARAGRAPH NUMBER from PWS	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) AQL Applies to Random Sampling Only	METHOD OF SURVEILLANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
<u>BASIC SERVICES</u>					
1. Operation of Government Owned Document Shredder	5	Operated in accordance with procedures outlined in O&M manual, to include safety precautions.	10%	Unscheduled	_____ %
2. Preventive Maintenance	5.1	A. Performed in accordance with contractor's approved Preventative Maintenance Plan. B. Performed within the timeframes set forth in Contractor's approved Plan or at the very minimum conform to the manufacturer's recommended schedule of Preventative Maint.	10%	Unscheduled	A. _____ % B. _____ %

PERFORMANCE REQUIREMENT SUMMARY TABLE					
REQUIRED SERVICE	PARAGRAPH NUMBER from PWS	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) AQL Applies to Random Sampling Only	METHOD OF SURVEILLANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
3. Remedial Maintenance	5.2	A. Repairs performed successfully resulting in prevention of equipment downtime and/or backlog of trash due to equipment malfunction. B. The Contractor begins immediately to make repairs up to \$500.00 upon detection of a problem to prevent downtime and/or backlog of trash.	10%	Unscheduled	A. _____% B. _____%
4. Trash Processing	6, 1.5	A. Trash is properly sorted and non-shreddable items are removed prior to shredding. B. Non-sensitive trash returned to Janitorial Staff for proper disposal daily.	10%	Unscheduled	A. _____% B. _____%
	6, 6.1, 1.5	C. Sensitive trash is properly shredded and baled for disposal. D. Trash is processed on a daily basis and there is no unprocessed trash remaining from previous workday.	5%	Unscheduled and Customer Complaint	C. _____% D. _____%
	6.1	E. Dumpsters are properly emptied and returned by 7am each work day for janitorial use	5%	Unscheduled and Customer Complaint	E. _____%

PERFORMANCE REQUIREMENT SUMMARY TABLE					
REQUIRED SERVICE	PARAGRAPH NUMBER from PWS	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) AQL Applies to Random Sampling Only	METHOD OF SURVEILLANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
	9.1	F. Trash is properly disposed of or is properly stored daily (no trash is stored in Shredder Room or on Dock).	10%	Unscheduled	F. _____%
	9.2	G. Shredder Room, Dock A and its driveway and adjacent grassy area are free of shredder operation debris at the end of each workday.	10%	Unscheduled	G. _____%
4. Recycling Program	10, 1.5	A. Recycling performed in accordance with contractor's approved recycling plan and performed to the maximum extent practicable. B. Recyclable trash is scheduled and shredded daily.	10%	Unscheduled	A. _____% B. _____%
	10.1	C. Recyclable trash is transported to an approved processing facility. D. Recyclable trash is destroyed within 24 hours from time of haul off.	10%	Unscheduled	C. _____% D. _____%
	10.1	E. Documents remain secured until destroyed	2%	Unscheduled	E. _____%

PERFORMANCE REQUIREMENT SUMMARY TABLE					
REQUIRED SERVICE	PARAGRAPH NUMBER from PWS	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) AQL Applies to Random Sampling Only	METHOD OF SURVEILLANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
6. Quality Control Plan		A. Inspections performed in accordance with Contractor's approved QCP. B. Deficiencies in service quality are identified and corrected timely. C. A reporting system of inspections is maintained and required documentation available to COTR.			A. _____% B. _____% C. _____%
Basic Services total 100%					
ADDITIONAL SERVICES					
1. Remedial Maintenance	12.A	A. Repair is successfully performed to prevent downtime and/or backlog of trash. B. Maintenance is scheduled and performed timely as outlined in the individual Service Order	10%	Unscheduled	A. _____% B. _____%
2. Miscellaneous Services	12.B	A. Service is performed satisfactorily. B. Service was scheduled and performed timely as outlined in the individual Service Order.	10%	Unscheduled	A. _____% B. _____%

PERFORMANCE REQUIREMENT SUMMARY TABLE					
REQUIRED SERVICE	PARAGRAPH NUMBER from PWS	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) AQL Applies to Random Sampling Only	METHOD OF SURVEILLANCE	PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
3. Quality Control Plan		A. Inspections performed in accordance with Contractor's approved QCP. B. Deficiencies in service quality are identified and corrected timely. C. A reporting system of inspections is maintained and required documentation available to COTR.			A. _____% B. _____% C. _____%
Additional Services total 100%					

EXHIBIT 2**Annual Workload Estimates
Average of FY 2005 and FY 2006**

TRASH AVAILABLE FOR RECYCLING	ESTIMATED TONS
Sorted White	45 Tons
Sorted Office Waste	208 Tons
Rolls	15 Tons
Cardboard	27 Tons

MISCELLANEOUS TRASH	ESTIMATED TONS
Mixed Trash	120 Tons
Computer Tapes	5 Tons

EXHIBIT 3**Wage Determination**

WD 05-2495 (Rev.-6) was first posted on www.wdol.gov on 08/28/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2495
Revision No.: 6
Date Of Revision: 08/17/2007

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi,
Poinsett, St Francis
Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman,
Marshall, McCracken
Mississippi Counties of Benton, De Soto, Marshall, Tippah
Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette,
Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison,
McNairy, Obion, Shelby, Tipton, Weakley

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.13
01012 - Accounting Clerk II	14.75
01013 - Accounting Clerk III	16.36
01020 - Administrative Assistant	21.69
01040 - Court Reporter	16.54
01051 - Data Entry Operator I	11.09
01052 - Data Entry Operator II	12.03
01060 - Dispatcher, Motor Vehicle	16.56
01070 - Document Preparation Clerk	12.03
01090 - Duplicating Machine Operator	12.03
01111 - General Clerk I	11.22
01112 - General Clerk II	12.25
01113 - General Clerk III	14.06
01120 - Housing Referral Assistant	20.25
01141 - Messenger Courier	10.60
01191 - Order Clerk I	11.76
01192 - Order Clerk II	13.16
01261 - Personnel Assistant (Employment) I	14.55
01262 - Personnel Assistant (Employment) II	16.28

01263 - Personnel Assistant (Employment) III	18.15
01270 - Production Control Clerk	17.66
01280 - Receptionist	12.03
01290 - Rental Clerk	14.55
01300 - Scheduler, Maintenance	15.74
01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	14.98
01410 - Supply Technician	18.72
01420 - Survey Worker	16.54
01531 - Travel Clerk I	11.78
01532 - Travel Clerk II	12.54
01533 - Travel Clerk III	13.50
01611 - Word Processor I	12.03
01612 - Word Processor II	14.55
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.00
05010 - Automotive Electrician	16.31
05040 - Automotive Glass Installer	14.57
05070 - Automotive Worker	14.60
05110 - Mobile Equipment Servicer	12.78
05130 - Motor Equipment Metal Mechanic	16.31
05160 - Motor Equipment Metal Worker	14.60
05190 - Motor Vehicle Mechanic	16.31
05220 - Motor Vehicle Mechanic Helper	11.85
05250 - Motor Vehicle Upholstery Worker	14.60
05280 - Motor Vehicle Wrecker	14.60
05310 - Painter, Automotive	15.47
05340 - Radiator Repair Specialist	14.60
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	16.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.68
07041 - Cook I	8.94
07042 - Cook II	10.50
07070 - Dishwasher	7.43
07130 - Food Service Worker	8.43
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	7.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.26
09080 - Furniture Refinisher	15.48
09090 - Furniture Refinisher Helper	11.91
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	17.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	9.13
11090 - Gardener	13.36
11122 - Housekeeping Aide	8.47
11150 - Janitor	10.46
11210 - Laborer, Grounds Maintenance	10.72

11240 - Maid or Houseman	7.61
11260 - Pruner	9.54
11270 - Tractor Operator	13.40
11330 - Trail Maintenance Worker	10.72
11360 - Window Cleaner	10.83
12000 - Health Occupations	
12010 - Ambulance Driver	14.10
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	19.86
12015 - Certified Physical Therapist Assistant	18.05
12020 - Dental Assistant	14.62
12025 - Dental Hygienist	28.57
12030 - EKG Technician	17.23
12035 - Electroneurodiagnostic Technologist	17.23
12040 - Emergency Medical Technician	14.10
12071 - Licensed Practical Nurse I	12.75
12072 - Licensed Practical Nurse II	14.29
12073 - Licensed Practical Nurse III	15.99
12100 - Medical Assistant	11.53
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	28.02
12221 - Nursing Assistant I	8.71
12222 - Nursing Assistant II	9.80
12223 - Nursing Assistant III	10.74
12224 - Nursing Assistant IV	12.05
12235 - Optical Dispenser	13.89
12236 - Optical Technician	11.60
12250 - Pharmacy Technician	12.48
12280 - Phlebotomist	12.05
12305 - Radiologic Technologist	22.52
12311 - Registered Nurse I	21.34
12312 - Registered Nurse II	25.15
12313 - Registered Nurse II, Specialist	25.15
12314 - Registered Nurse III	30.42
12315 - Registered Nurse III, Anesthetist	30.42
12316 - Registered Nurse IV	36.45
12317 - Scheduler (Drug and Alcohol Testing)	18.51
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	19.43
13013 - Exhibits Specialist III	23.76
13041 - Illustrator I	16.04
13042 - Illustrator II	19.43
13043 - Illustrator III	23.76
13047 - Librarian	21.51
13050 - Library Aide/Clerk	10.75
13054 - Library Information Technology Systems Administrator	19.43
13058 - Library Technician	11.88
13061 - Media Specialist I	13.74
13062 - Media Specialist II	15.37
13063 - Media Specialist III	16.39
13071 - Photographer I	14.68

13072 - Photographer II	17.85
13073 - Photographer III	20.68
13074 - Photographer IV	22.92
13075 - Photographer V	25.93
13110 - Video Teleconference Technician	16.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.55
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.00
14044 - Computer Operator IV	21.12
14045 - Computer Operator V	23.38
14071 - Computer Programmer I (1)	19.69
14072 - Computer Programmer II (1)	24.41
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.55
14160 - Personal Computer Support Technician	17.72
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.34
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	22.43
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	19.07
15090 - Technical Instructor	19.05
15095 - Technical Instructor/Course Developer	24.22
15110 - Test Proctor	16.54
15120 - Tutor	16.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.48
16030 - Counter Attendant	8.48
16040 - Dry Cleaner	10.95
16070 - Finisher, Flatwork, Machine	8.48
16090 - Presser, Hand	8.48
16110 - Presser, Machine, Drycleaning	8.48
16130 - Presser, Machine, Shirts	8.48
16160 - Presser, Machine, Wearing Apparel, Laundry	8.48
16190 - Sewing Machine Operator	11.71
16220 - Tailor	12.47
16250 - Washer, Machine	9.38
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.48
19040 - Tool And Die Maker	18.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.10
21030 - Material Coordinator	18.16
21040 - Material Expediter	18.16
21050 - Material Handling Laborer	12.44
21071 - Order Filler	10.52
21080 - Production Line Worker (Food Processing)	13.10
21110 - Shipping Packer	12.06

21130 - Shipping/Receiving Clerk	12.06
21140 - Store Worker I	9.60
21150 - Stock Clerk	13.59
21210 - Tools And Parts Attendant	13.35
21410 - Warehouse Specialist	13.35
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.99
23021 - Aircraft Mechanic I	19.81
23022 - Aircraft Mechanic II	20.80
23023 - Aircraft Mechanic III	21.84
23040 - Aircraft Mechanic Helper	12.90
23050 - Aircraft, Painter	18.73
23060 - Aircraft Servicer	14.85
23080 - Aircraft Worker	15.82
23110 - Appliance Mechanic	17.27
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	20.99
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	15.79
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician Maintenance I	18.39
23182 - Electronics Technician Maintenance II	22.01
23183 - Electronics Technician Maintenance III	23.80
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	18.55
23310 - Fire Extinguisher Repairer	13.56
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.25
23380 - Ground Support Equipment Mechanic	19.81
23381 - Ground Support Equipment Servicer	14.85
23382 - Ground Support Equipment Worker	15.82
23391 - Gunsmith I	13.54
23392 - Gunsmith II	15.77
23393 - Gunsmith III	17.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.41	
23430 - Heavy Equipment Mechanic	17.72
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	16.87
23470 - Laborer	12.46
23510 - Locksmith	16.90
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.35
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.10
23593 - Metrology Technician III	21.32
23640 - Millwright	18.65
23710 - Office Appliance Repairer	16.90
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.86
23810 - Plumber, Maintenance	18.07

23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	15.79
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	16.00
23931 - Telecommunications Mechanic I	19.81
23932 - Telecommunications Mechanic II	20.88
23950 - Telephone Lineman	18.96
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.99
23970 - Woodcraft Worker	17.99
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	7.60
24620 - Family Readiness And Support Services Coordinator	11.77
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.35
25040 - Sewage Plant Operator	18.84
25070 - Stationary Engineer	22.35
25190 - Ventilation Equipment Tender	14.08
25210 - Water Treatment Plant Operator	19.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.23
27007 - Baggage Inspector	9.55
27008 - Corrections Officer	18.46
27010 - Court Security Officer	19.54
27030 - Detection Dog Handler	11.23
27040 - Detention Officer	18.46
27070 - Firefighter	16.97
27101 - Guard I	9.55
27102 - Guard II	11.23
27131 - Police Officer I	21.51
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.24
28042 - Carnival Equipment Repairer	11.04
28043 - Carnival Equipment Worker	7.87
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	10.49
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	11.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.14
29020 - Hatch Tender	16.14
29030 - Line Handler	16.14
29041 - Stevedore I	15.93
29042 - Stevedore II	17.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.92
30022 - Archeological Technician II	17.80
30023 - Archeological Technician III	21.87
30030 - Cartographic Technician	21.88
30040 - Civil Engineering Technician	18.51
30061 - Drafter/CAD Operator I	14.00
30062 - Drafter/CAD Operator II	15.64
30063 - Drafter/CAD Operator III	18.82
30064 - Drafter/CAD Operator IV	22.06
30081 - Engineering Technician I	16.18
30082 - Engineering Technician II	16.83
30083 - Engineering Technician III	19.76
30084 - Engineering Technician IV	23.33
30085 - Engineering Technician V	25.58
30086 - Engineering Technician VI	34.05
30090 - Environmental Technician	19.74
30210 - Laboratory Technician	18.29
30240 - Mathematical Technician	22.30
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.20
30364 - Paralegal/Legal Assistant IV	33.01
30390 - Photo-Optics Technician	21.88
30461 - Technical Writer I ◆◆◆◆◆◆	
20.61	
30462 - Technical Writer II	25.21
30463 - Technical Writer III	30.15
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs	17.81
30621 - Weather Observer, Senior	23.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.46
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.17
31290 - Shuttle Bus Driver	13.20
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.20
31362 - Truckdriver, Medium	13.68
31363 - Truckdriver, Heavy	17.24
31364 - Truckdriver, Tractor-Trailer	17.24
99000 - Miscellaneous Occupations	
99030 - Cashier	8.91
99050 - Desk Clerk	8.74
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II ◆ ◆	13.40
99310 - Mortician	20.05

99410 - Pest Controller	13.37
99510 - Photofinishing Worker	11.96
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	15.60
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	10.81
99830 - Survey Party Chief	16.18
99831 - Surveying Aide	10.60
99832 - Surveying Technician	14.52
99840 - Vending Machine Attendant	11.13
99841 - Vending Machine Repairer	13.85
99842 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 1
GENERAL FEDERAL BUILDING REGULATIONS

Part 101-20 Management of Buildings and Grounds

Subpart 101-20.3 – Conduct on Federal Property

1-1.20.300 Applicability

These rules and regulations apply to all property under the charge and control of the General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations.

101-20.301 Inspection.

Packages, briefcases, and other containers in the immediate possession of visitors, employees, or other persons arriving on, working at, visiting, or departing from Federal property, are subject to inspection. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.

101-20.302 Admission to property.

Property shall be closed to the public during other than normal working hours. The closing of property will not apply to that space in those instances where the Government has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by Subpart 101-20.4. During normal working hours, property shall be closed to the public only when situations require this action to ensure the orderly conduct of Government business. The decision to close the property shall be made by the designated official under the Occupant Emergency Program after consultation with the buildings manager and the ranking representative of the Law Enforcement Branch responsible for protection of the facility or the area. This requirement does not preempt the authority of the Chief, Law Enforcement Branch, or any other authorized GSA official to affect a security alert of a facility in accordance with GSA order. Physical Security of Buildings Alert Guidelines (PBS 5930.16), dated February 20, 1976. This action shall be coordinated with the designated official. The designated official is defined in 101-020.003-7 as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials. When property or a portion thereof, is closed to the public, admission to this property or a portion will be restricted to authorized persons who shall register upon entry to the property and shall, when requested, display Government or other identifying credentials to the Federal Protective Officers or other authorized individuals when entering, leaving, or while on the property. Failure to comply with any of the above applicable provisions is a violation of these regulations.

101-20.303 Preservation of property.

The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a building or the climbing upon statues, fountains, or any part of the building is prohibited.

101-20-304 Conformity with signs and directions.

Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of Federal Protective Officers and other authorized individuals.

101-20.305 Disturbances.

Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise of a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots, which otherwise impedes or disrupts the performance of official duties by Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

101-20.306 Gambling.

Participating in games for money or other personal property of the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets, in or on property is prohibited. This prohibition shall not apply to the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a) (5) of the Randolph-Sheppard Act (20 U.S.C. 107, et seq.)

101-20.307 Alcoholic beverages and narcotics.

Operation of a motor vehicle while on the property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering upon the property, or while on the property, under the influence of or using or possessing any narcotic drug, hallucinogen, marijuana, barbiturate, or amphetamine is prohibited. The prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician, entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use of alcoholic beverages on property is prohibited except, upon occasions and on property upon which the head of the responsible agency or his or her designee has for appropriate official uses granted an exemption in writing. The head of the responsible agency or his or her designee shall provide a copy of all exemptions granted to the building manager who shall inform the Federal Protective Officer, or other authorized officials, responsible for the security of the property.

101-20.308 Soliciting, vending, and debt collection.

Soliciting alms, commercial or political soliciting, and vending of all kinds, displaying or distributing commercial advertising, or collecting private debts on GSA-controlled property is prohibited. This rule does not apply to –

- (a) National or local drives for funds for welfare, health, or other purposes as authorized by the “Manual on Fund Raising Within the Federal Service,” issued by the U.S. Office of Personnel Management under Executive Order 10927 of March 18, 1961, and sponsored or approved by the occupant agencies;
- (b) Concessions or personal notices posted by employees on authorized bulletin boards;
- (c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454); and
- (d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 390(a) (16)).

Public areas of GSA-Controlled property may be used for other activities permitted in accordance with Subpart 101-20-4.

i. Posting and distributing materials.

Posting of affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property is prohibited, except as authorized in 101-20.308 or when these displays are conducted as part of authorized Government activities. Distribution of materials, such as pamphlets, handbills, or flyers, are prohibited, except in the public areas of the property as defined in 101-20.003-26, unless conducted as part of authorized Government activities. Any person or organization proposing to distribute materials in a public area under this section shall first obtain a permit from the building manager under Subpart 101-20.4 and shall conduct distribution in accordance with the provisions of Subpart 101-20.4. Failure to comply with those provisions is a violation of these regulations.

101-20.310 Photographs for news, advertising, or commercial purposes.

Photographs may be taken in space occupied by a tenant agency only with the consent of the occupying agency concerned. Except where security regulations apply or a Federal court order or rule prohibits it, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meetings. Subject to the foregoing prohibitions, photographs for advertising and commercial purposes may be taken only with written permission of an authorized official of the agency occupying the space where the photographs are to be taken.

101-20.311 Dogs and other animals.

Dogs and other animals, except seeing eye dogs, other guide dogs, and animals used to guide to assist handicapped persons, shall not be brought upon property for other than official purposes.

101-20.312 Vehicular and pedestrian traffic.

(a) Drivers of all vehicles entering or while on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of Federal protective officers or other authorized individuals and all posted traffic signs;

(b) The blocking of entrances, driveways, walks, loading platforms, or fire hydrants on property is prohibited, and except in emergencies, parking on property is not allowed without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, shall be subject to removal at the owners' risk and expense. This paragraph may be supplemented from time to time with the approval of the Regional Administrator by the issuance and posting of such specific traffic directives as may be required, and when so issued and posted such directives shall have the same force and effect as if made a part thereof. Proof that a motor vehicle was parked in violation of these regulations or directives may be taken as prima facie evidence that the registered owner was responsible for the violation.

101-20.313 Explosives.

No person entering or while on property shall carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes. (Weapons, see Title 18, U.S. Code 930.)

i. Nondiscrimination.

There shall be no discrimination by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided thereby on the property.

i. Penalties and other laws.

Whoever shall be found guilty of violating any rule or regulations in this subpart 101-20.3 while on any property under the charge and control of the U.S. General Services Administration is subject to a fine of not more than \$50 or imprisonment of not more than 30 days, or both (See Title 40 U.S. Code 318c.) Nothing in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (Sec. 205©, 53 U.S. Statutes, 390; 40 U.S. Code 486c.

**ATTACHMENT 2
INCIDENTAL PROTECTION SERVICES**

1. The Contractor shall perform the following services to provide for the safety and protection of building personnel and property against injury, molestation, loss and or damage from any preventable cause under their control or observance.

a. Protect Government property, buildings, materials, equipment, supplies, records, and data against unauthorized access, loss or damage.

b. Make a daily tour on each work day to ensure that all machines and appliances under the control of the Contractor are shut off or disconnected; that no smoldering, smoking, or burning materials are in ashtrays, trash receptacles, or in trash handling room, or holding area.

c. Establish a system for custodial force personnel to report potentially hazardous conditions and broken or slippery floor surfaces, etc.

d. Prepare reports of accidents and fires and submit to Building Operation Section (BOS), maintain and make available all records in connection with protection activities.

e. In the event of an emergency or unusual occurrences adversely affecting the interest of the Government, summon appropriate assistance, such as the Security Officer on duty, and immediately thereafter notify the COTR & Chief, BOS.

f. Monitor observance of "General Services Administration Rules and Regulations Governing Public Buildings and Grounds" which are posted in the building. Problems in this regard should be reported to the COTR.

g. Turn off unnecessary lights, check safes, vaults, and cabinets where directed; close windows, open, close and secure doors and gates.

ATTACHMENT 3 REPEAT MINOR VIOLATION POLICY

All contractor personnel shall be fully responsible for compliance with security requirements at all times and in all places covered by this contract. The Government shall not allow incidents of repeat security violations to be perpetrated without penalty. Individual contractor personnel to whom multiple violations can be attributed shall be dealt with in the following manner:

Offense Frequency	Penalty	Recording Action
First Offense	Verbal Warning to person involved and Project Manager	Record posted in contract file and sent to Contracting Officer
Second Offense	Written Warning to personnel involved and Project Manager	Record posted in contract file and sent to Contracting Officer
Third Offense	1 week suspension of access to Government property. Written Warning of intention to dismiss with next violation to person /Project Manager	Record posted in contract file and sent to Contracting Officer
Fourth Offense	Permanent suspension of access to Government property for person involved.	Record posted in contract file and sent to Contracting Officer
<p>Record of violations will be active for two years from date of first verbal warning. Violations older than two years cannot contribute to the four-step suspension process.</p> <p>Types of violations: Failure to follow property/building entrance/exit procedures, traffic citations (i.e. speeding, illegal parking, reckless driving, driving without a permit, etc.), failure to sign in/out, improper access/conduct in secure areas.</p> <p>All violation charges shall be subject to review by the Contracting Officer. In the case of a dispute the final and binding decision shall be rendered by the Contracting Officer after a documented review is completed.</p>		

The above policy shall be enforced for violations deemed by Security as minor in nature. The Government reserves the right to classify any violation as either major or minor as related to the circumstances. Major violations will be dealt with on a case by case basis and could, depending on the severity. Notification shall be issued to the Contractor by the Contracting Officer through the COTR.

Attachment 4

Agency Wide Shared Service
Facilities Management, Area 2
Memphis, Tn. 38118

MIRSC
5333 Getwell Rd.
Memphis, Tn. 38118

Date

It is the mission of the Security and Safety Management to ensure a safe and secure environment for all employees and visitors at the (MIRSC). Following are procedures for contract personnel employed at MIRSC:

Gate Entry

Contractors will enter the facility through Gate 1 Entrance, stop and present a valid form of picture identification to the Security Officer at the gate.

Parking

Parking is not permitted in any area marked as reserved ("Directors Staff", "NTEU", "Visitor"). Parking at the loading docks, or in the immediate vicinity of a loading dock, is restricted to emergency vehicles and delivery vehicles for the duration it takes to off-load the vehicle. Handicap parking is restricted to those vehicles that have a valid handicap decal, vehicle license or windshield tag. Requests for waivers for temporary handicap parking must be submitted to the Site Coordinator's Office through the employee's supervisor or Contracting Officers Technical Representative (COTR).

Badges

New contractors will be issued a non-photo RED ESCORT badge pending the completion of their interim staff like background investigation. Contractors issued these type badges must be escorted in at all times by an IRS employee or a designated Contract employee with a NBIC Clearance that has approved access to the areas where the contract employee is working. Upon receipt of an "Interim" approval the contract employee can sign for a RED Contractor's badge. After notification of a satisfactory completed "Final" background investigation, a contractor may be issued a red photo badge. All contractor badges must be returned by the person who originally signed for them and must include the correct sign out/in times. Completing sign out/in times simultaneously is prohibited.

Contractor badges will not be taken off IRS property.

The COTR and Security must be notified immediately if a badge is lost. Form 4589 (Lost or Forgotten I.D. Badge) must be completed daily by the contractor who lost the badge. A seven-day waiting period is required before the contractor can be rebadged. All badges must be worn above the waist (on the torso) and with the picture visible.

Emergency Evacuation Procedures

Contractors should ensure they have attended a scheduled security orientation as soon as possible after employment and are familiar with the designated emergency evacuation exits and assembly areas. Contractors working should exit by the nearest designated emergency exit and use the sidewalk to move to the assembly areas.

For non-audible evacuations (Bomb Threats, Severe Weather, etc.) employees will be instructed by their manager or Evacuation Monitors to evacuate and where to assemble.

Onsite contract managers, or IRS point of contact, must ensure accountability of their employees by conducting roll call at the assembly area.

SUSPICIOUS LETTER OR PACKAGE

Staff responsible for incoming mail should maintain an awareness of the possibility of suspicious letters or packages. This checklist outlines common features of threat letters;?

- 101 No return address Excessive postage ?Hand written or poorly typed addresses?????
- 104 Misspelling of common words Restrictive markings such as "Confidential", "Personal", "Private", "El Directo" etc.

If it is a letter that you have opened, set it down gently at the location where you first read it, then move to an area that will minimize your exposure to others. Avoid contact with others when possible and remain in the area. Emergency responders will come to you. Do not allow others into the area. If anyone enters, they should stay until instructed to leave by emergency responders.

WHAT YOU SHOULD NOT DO

- Do not pass the letter or note to others to look at.
- Do not disturb any contents in the letter or note. Handling the letter may only spread the substance inside and increase the chances of it getting into the air.
- Do not ignore the threat. It must be treated as real until properly evaluated.

WEAPONS OF MASS DESTRUCTION

B-nice is an acronym used to define the different types of WMD.

- ☐ Biological
- ☐ Nuclear
- ☐ Incendiary
- ☐ Chemical

□ Explosive If you encounter any of these substances, you should do the following immediately:

- Attempt to isolate employees involved, and the hazard, from the remainder of the facility.
- Notify the Security Console at extension 3689. Give your name and location. Describe the substance (powder, odor, color, etc.).
- Identify all employees involved and any symptoms observed. Give the number involved and any injuries.
- Protect yourself, co-workers and arriving emergency responders.

Protection of Sensitive Information

Opportunities for security to be compromised are presented when security procedures and controls are not practiced both during and after regular work hours. Any sensitive documents or faxes that are no longer needed should be placed in security shred cans for proper disposal. Sensitive material or documents will not be left unattended in any workstation or work area. When unattended, all desk drawers and cabinets that contain sensitive material will be locked.

At no time should any contractor use any IRS employees' desk, telephone, or personal property without approval. Contractors will not use any computer not authorized specifically for their use. Each contractor will ensure that any computers that they work with will be password protected and that passwords are not shared. No one is to be working on any IRS computer system without being logged on to that particular system. Screen saver password-protection must always be enabled and the screen saver set to start within 15 minutes of inactivity. No food or drink is allowed to be in close proximity of any computer and is not authorized in any restricted area (computer rooms, tape library, etc.).

Penalties

All contractor personnel shall be fully responsible for compliance with security requirements at all times while at MIRSC. Violation of any of the aforementioned procedures shall result in the following penalties.

Offense Frequency	Penalty	Recording Action
First Offense	Verbal Warning to personnel involved and Project Manager	Record posted in contract file and sent to Contracting Officer
Second Offense	Written Warning to personnel involved and Project Manager	Record posted in contract file and sent to Contracting Officer
Third Offense	1-week suspension of access to Government property. Written Warning of intention to dismiss with	Record posted in contract file and sent to Contracting Officer

	next violation to person /Project Manager	
Fourth Offense	Permanent suspension of access to Government property for personnel involved.	Record posted in contract file and sent to Contracting Officer

The above policy will be enforced for violations deemed by the Security and Safety Management as minor in nature. The Security and Safety Management reserves the right to classify **ANY** violation as either major (serious) or minor as related to the circumstances. Major violations will be dealt with on case-by-case bases and could, depending on the severity of the violation, result in immediate removal from MIRSC property and any future access denied.

This page must be returned to the COTR. The contract employee, for periodic review, should keep all other pages.

I have read and understand the policies and penalties as stated in the Contractor Briefing regarding IRS Physical Security.

Print Name: _____ Company: _____

Signature: _____ Date: _____

ATTACHMENT 5

**Quality Assurance Surveillance Plan A.1
Document Shredder (Basic Services)**

REQUIRED SERVICE: OPERATION OF EQUIPMENT**WORK REQUIREMENTS**

Quality and Timeliness

STANDARDS OF PERFORMANCE

Performed in accordance with procedures outlined
in O&M Manual and in accordance with Paragraph
5

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding Holidays and on an average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

- A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.
- A. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.
- B. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.
- C. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.
- D. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

- A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.
- B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.
- C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Actions: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of a Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.2
Document Shredder (Basic Services)**

REQUIRED SERVICE: PREVENTIVE MAINTENANCE

WORK REQUIREMENTS

Quality and Timeliness

STANDARDS OF PERFORMANCE

Preventive Maintenance Plan in accordance with Paragraph 5.1

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Number of times the contractor is required to do something within a specified period.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of the AQL is “Unsatisfactory”.

Level of Surveillance: This sampling plan (QASP A.1) will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change. based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is not special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time it is determined there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.3
Document Shredder (Basic Services)**

REQUIRED SERVICE: REMEDIAL MAINTENANCE

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Repairs performed successfully resulting in prevention of equipment downtime and/or backlog of trash due to equipment malfunction and B. The Contractor must begin immediately to make repairs up to \$500.00 upon detection of a problem to prevent downtime and/or backlog of trash in accordance with Paragraph 5.2.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Repairs performed on an as needed basis.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of a Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.4
Trash Processing (Basic Services)**

REQUIRED SERVICE: SORTING

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Trash is properly sorted and non-shreddable items are removed prior to shredding and B. Trash is sorted and non-sensitive trash returned to Janitorial Staff for proper disposal daily in accordance with Paragraph 6 & 1.5

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and an average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of a Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.5
Trash Processing (Basic Services)**

REQUIRED SERVICE: SHREDDING

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Sensitive trash properly shredded and baled for disposal and B. Trash is processed on a daily basis and there is no unprocessed trash remaining from previous workday in accordance with Paragraph 6, 6.1 & 1.5.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and on average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 5% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Customer Complaint: The COTR will record and attempt to validate each customer complaint/comment received. Only complaints validated by the COTR will be documented as observed defects.

Performance Criteria:

- A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.
- B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.
- C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.
- D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.
- E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

- A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.
- B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.
- C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of a Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.6
Trash Processing (Basic Services)**

REQUIRED SERVICE: DUMPSTERS

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A and B: Dumpsters are emptied and returned by 7:00 a.m. each work day for Janitorial use. Paragraph 6.1

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and on average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 5% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: *Inspections:* An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Customer Complaints: The COTR will record and attempt to validate each customer complaint/comment received. Only complaints validated by the COTR will be documented as observed defects.

Performance Criteria:

- A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.
- B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.
- C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.
- D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.
- E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

- A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.
- B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.
- C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.7
Trash Storage, Removal, Clean Up (Basic Services)**

REQUIRED SERVICE: STORAGE/REMOVAL

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Trash is properly disposed of or is properly stored daily (no trash is stored in Shredder Room or on Dock) and B. Contractor shall ensure on a daily basis that all processed trash has been stored properly or removed from the site in accordance with Paragraph 9.1.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and on average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory” applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of a Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.8
Trash Storage, Removal, Clean Up (Basic Services)**

REQUIRED SERVICE: CLEAN-UP

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

**A. Shredder Room, Dock A and its Driveway and adjacent grassy area free of shredder operation debris.
12 At the end of each workday, the Shredder Contractor employee/ employees must leave the Shredder Room, Dock A, its driveway and adjacent grassy area clean and free of any debris resulting from its Shredder Operation in accordance with Paragraph 9.2.**

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and on average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector

will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

- A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.
- B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.
- C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.
- D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.
- E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

- A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.
 - B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.
- 12 C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor's performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.9
Recycling (Basic Services)**

REQUIRED SERVICE: RECYCLING

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Recycling performed in accordance with Contractor's approved recycling plan and performed to the maximum extent possible and B. Recyclable trash is scheduled and shredded daily in accordance with Paragraph 10, 1.5.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Daily, Monday through Friday, excluding holidays and on average of 21 days per month.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is "Unsatisfactory", applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A "Pass" or "Fail" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A "Fail" rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and process implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.10
Recycling (Basic Services)**

REQUIRED SERVICE: PROGRAM REQUIREMENTS

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Recyclable trash is transported to an approved processing facility and B. Recyclable trash is destroyed within 24 hours from time of haul off in accordance with Paragraph 10.1.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Per Haul-Off

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.11
Recycling (Basic Services)**

REQUIRED SERVICE: DOCUMENT SECURITY

WORK REQUIREMENTS

Quality

STANDARDS OF PERFORMANCE

Documents remain secured until destroyed in accordance with Paragraph 10.1

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Per Haul Off

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 2% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is not special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented

“Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.12
Additional Services**

REQUIRED SERVICE: REMEDIAL MAINTENANCE

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Repair was successfully performed to prevent downtime and/or backlog of trash and B. Maintenance was scheduled and performed timely as outlined in the individual Service Order in accordance with Paragraph 12A, 12.1 .

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Per Individual Service Order

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

**Quality Assurance Surveillance Plan A.13
Additional Services**

REQUIRED SERVICE: MISCELLANEOUS SERVICES

WORK REQUIREMENTS

A. Quality and B. Timeliness

STANDARDS OF PERFORMANCE

A. Service was performed satisfactorily and B. Service was scheduled and performed timely as outlined in the individual Service Order in accordance with Paragraph 12B, 12.1.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

Lot Size: Individual Service Order

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of his required service. Defective performance in excess of 10% is “Unsatisfactory”, applicable to Random Sampling only.

Level of Surveillance: Normal level of inspection will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality and timeliness of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures: Inspections: An inspector will visit and observe the selected area at any time. Results of each inspection will be documented on an Inspection Report. A “Pass” or “Fail” will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A “Fail” rating may require contractor re-performance of work. The inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

A. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

B. If Random Sampling is used, performance for all service requirements in the lot is considered “Satisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance required is equal to or less than 10%.

C. If Random Sampling is used, performance for all service requirements in the lot is considered “Unsatisfactory” for the sampling period if the number of documented “Unsatisfactory” performance ratings for that specific performance requirement exceeds 10%.

D. Deficiencies not corrected on the spot or process not implemented to correct and prevent the deficiency is a major deficiency and may result in an “Unsatisfactory” rating.

E. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

A. Documented Defects: Within 24 hours of validation by the inspector, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Deductions will be made for work found unsatisfactory (failed), or work not performed at all; work found unsatisfactory (failed) and successfully re-performed by the contractor; work found unsatisfactory (failed) and re-performed by the Government; and work found unsatisfactory (failed) and re-performed by another contractor. Refer to Payment Analysis for examples.

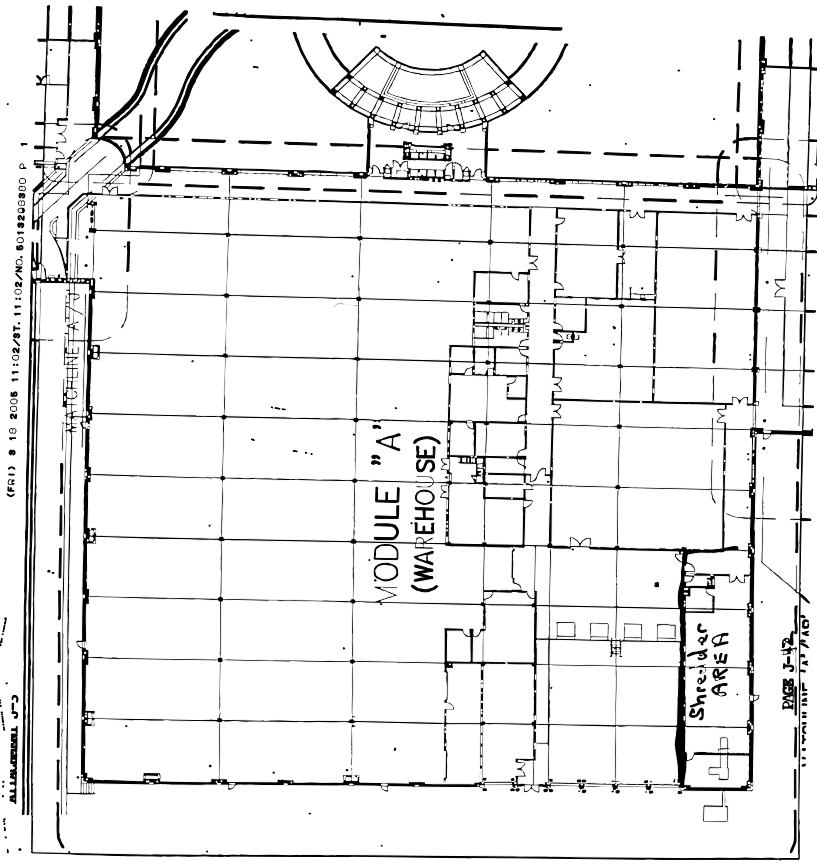
B. At the end of each month, the inspector will compare the number of unsatisfactory ratings to the AQL for each Service Requirement (if Random Sampling is applicable); or review the documented defects from other than Random Samplings; summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modifications of the level of inspection accordingly to the COTR.

C. Recommended payment deductions will be taken in accordance with “Deductions” as specified in the contract for all documented defects (to include validated customer complaints) and will be calculated as specified in the contract.

Suggested Action: Based upon the Contractor’s performance, the COTR may recommend corrective action, issuance of Contractor Discrepancy Report (CDR), and/or changing the level of inspection.

Payment Computation: See Section I /Performance Work Statement/27. Deductions

MAP OF SHREDDER ROOM



ATTACHMENT 6

SECTION IV – SOLICITATION PROVISIONS

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 2007) (INCORPORATED BY REFERENCE)

2. ADDENDUM TO 52.212-1

a) Communications and Questions

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the Contract Specialist electronically at margaret.baker@irs.gov or in hardcopy and submitted to the address in SF1449, block 9.

All requests will be answered electronically and provided to all Offerors at the Internet site. Questions about the RFP shall be received no later than (SEE PAGE 1, BLOCK 8, :OFFER DUE DATE") .

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: RFP No. _____

Reference: RFP Section _____, Paragraph(s) _____, and Page(s) _____

b) Type of Contract – FAR 52.216-1 (APR 1984)

The Government contemplates award of a combination Firm Fixed Price, and Time-and-Material Type Contract resulting from this solicitation.

c) Award Type

The Government intends to award a single contract as the result of this solicitation. Offers that do not address all requirements specified in this solicitation will not be considered for an award.

d) Service of Protest – FAR 52.233-2 (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer(addresses as follows) by obtaining written and dated acknowledge of receipt from:

Internal Revenue Service ,CC:GLS
Public Contracts and Technical Law Branch
1111 Constitution Avenue
Washington, DC 20224-0002

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

e) *** **Proposal Format And Instructions** ***

The completion and submission to the Government of the following items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this request for proposal (RFP) and in any attachments here to.

Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, any objection to any of the terms and conditions of this RFP will constitute a deficiency, which will make the offer unacceptable. An offeror may correct a deficiency only through discussions. Therefore, offerors are warned to consult with the contracting officer before submitting an offer that takes exception to any terms or conditions of this RFP since award may be made without discussions.

The offer (proposal) consists of the actual offer to enter into a contract to perform the desired work.

The offer (Original and 3 copies), must be are furnished to the Contracting Officer by the required due date.

In summary, the Offer includes the Proposal Form, Addendum to SF 1449, Technical Proposal, and Price Proposal, as outlined below.

(1) **Proposal Form:**

(i) The Standard Form 1449 – Solicitation/Contract/Order for Commercial Items, is to be executed fully (blocks 12, 17, and 30 will be completed by the offeror) and used as the coversheet (or first page) of Offer and Other Documents.

(ii) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(iii) Signature Authority . The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.

(2) **Addendum to SF 1449:**

RFP includes the following clauses with fill-ins relative to administrative matters that are to be fully executed and included in proposal:

Section I, Paragraph 13.3, Project Manager; and
 Section IV, Paragraph 4, FAR 52.212-3 Offeror Representations & Certifications

(3) **Technical Proposal:**

The technical proposal should specify how the offeror intends to provide the services defined in this solicitation. Offerors are advised that there are five Evaluation Criteria that will be used to evaluate proposals. Refer to Item 3 below, "FAR 52.212-2, Evaluation – Commercial Items", for list of evaluation factors and their relative importance.

The offeror's technical proposal must be directly responsive to each element of the technical criteria and by providing the information, as outlined below:

(i) Past Performance:

The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement and customer satisfaction in order to assess confidence in the offeror's ability to successfully perform contract requirements.

Notice pertaining to Past Performance: In the case of an offeror without a record of relevant past performance or from whom information on past performance is not available (including information pertaining to predecessor companies, key personnel, or subcontractors that is relevant to the acquisition), the offeror will not be evaluated favorably or unfavorably on past performance. The government shall consider information submitted in response to the RFQ, as well as information obtained from any other source when evaluating the offeror's past performance.

Specifically address the following: Provide references on relevant contracts, active and underway within the last five years. For each reference provide a brief description of the scope of the contract and state why the contract is considered relevant. Offerors should identify any cost savings or efficiencies achieved as well as problems, weaknesses and/or deficiencies in the performance of the contracts given as references. The processes, corrective actions or method of problem resolution used to correct the weaknesses or deficiencies should be discussed.

For each reference, provide the following information about each contract:

- (A) Name and address of contracting activity to which service is/was provided (government or commercial entity);
- (B) Contract number;
- (C) Contract title;
- (D) Contract type;
- (E) Original contract amount and current contract amount. Explain the reason for any difference;

- (F) Contracting Activity's names, telephone numbers;
- (G) Program/Project manager's names, telephone numbers;
- (H) Contract level (prime or subcontract);
- (I) Date of award; and
- (J) Contract completion/projected completion

Offerors are reminded that both independently obtained data and data provided by offerors in their proposal may be used to assess offeror's past performance. It is the offeror's responsibility to validate reference contact information, including telephone numbers and addresses for points of contact.

(ii) Experience

Proposals will be considered only from offerors who are regularly established in the business relevant to the scope of work and in the judgment of the government are able to show evidence of their reliability, ability, experience, equipment, and personnel directly employed or supervised by them to render prompt and satisfactory service.

At a minimum, offeror's proposal must provide:

- (A) A short overview of the offeror's work experience as a prime or subcontractor.
- (B) Overview of the work experience of the project manager and key personnel assigned to perform contract services; and
- (C) A list of all active or completed contracts during the last five years relevant to this RFQ. For this list, include the contract name, contract number, brief description and points of contacts with their phone numbers.

(iii) Plan of Accomplishment

Offeror must provide a strategy on how contract services will be scheduled, performed, and supervised to fulfill the requirements on the contract for Basic Services.

The proposal should address trash processing(sorting/destruction/removal); trash Collection and shredder maintenance/operation proposed work schedule with the tour of duty identified.

(iv) Recycling Program

The contractor shall implement and maintain a recycling program for the trash being processed under this contract. Contractors shall submit in their proposal a separate plan for recycling trash.

The contractor shall furnish all necessary labor and equipment and supervision for their program to recycle trash and provide a means to weigh or measure the

recyclable trash so that the actual poundage can be determined and verified.

At a minimum, the contractor's proposal shall provide:

- (A) Contractor's plan of accomplishment, providing a clear understanding of the contractor's recycling program plan;
- (B) An explanation of how recycling documents will be processed;
- (C) How recycling will be accomplished in conjunction with contractual requirement for shredder operation/maintenance and trash removal;
- (D) Types of trash proposed for recycling and how recycling to maximum extent practicable will be pursued;
- (E) The means by which recycled trash will be weighed or measured and reported to the IRS;
- (F) How selection of certified disposal or recycling facility(s) will be made (include name(s) and address(s) of facility(s));
- (G) Current rate(s) being offered by the selected facility(s) for sale of recycled trash; and
- (H) An explanation of how the contractor derived the percentage of recycled trash income to be credited to the government.

(v) Quality Control Plan

The proposal shall describe the contractor's quality control program. At a minimum the program should address:

- (A) An inspection system providing for regularly scheduled and unscheduled inspections of all the services stated in this contract, as well as every task required to be performed;
- (B) The name(s) and titles of the individual(s) who will perform inspections;
- (C) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the government inspectors point out deficiencies; and
- (D) A reporting system of all inspections conducted by the contractor indicating deficiencies and corrective action taken. This documentation shall be made available to the COTR upon request during the term of the contract.

(4) Price Proposal

The offer shall provide its proposed contract prices by completing the Unit Price and Total for each line item in the Price Schedule (Section I, Schedule of Supplies/Services) for the Base Period and all Option Periods.

Offeror must also propose and submit its percentage by completing column 6, "Portion Of Required Service To Total Contract Price" of the PRST table located in Section III, Exhibits and Attachments.

3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Price and technical factors shall be used to evaluate offers. *Technical factors, when combined, are significantly more important than price.*

- (b) Technical Evaluation Factors.

The following technical factors will be used to evaluate offers. Factors are listed in descending order of relative importance with Plan of Accomplishment and Recycling being of equal importance.

- (1) Past Performance – 35%
- (2) Plan of Accomplishment – 20%
- (3) Recycling Program – 20%
- (4) Experience – 15%
- (5) Quality Control Plan – 10%

- (c) Price Evaluation

- (1) Contract Prices (Section I, Schedule of Supplies/Services)

The sum of offeror's proposed prices for Basic Services plus Additional Services minus Recycling Income Credits for the Base Period plus all Option Periods will be used to calculate the TOTAL EVALUATED CONTRACT PRICE that will be used for evaluation purposes ONLY.

Note: This is not a commitment to order services based on the estimated quantities used for evaluation purposes.

The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(2) PRST Table (Column 6)

Offeror's proposed percentages will be reviewed for accuracy and determination that proposed proportion of required services reasonably represent the contract price.

(d) Notice of Award

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

4. 52.212-3 Offeror Representations and Certifications--Commercial

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily

- business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
 - (4) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____.
 - (5) Common parent.
 - ☐ Offeror is not owned or controlled by a common parent;
 - ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.
- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.
- Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
-
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):
- | Average Annual Gross
Number of Employees | Revenues |
|---|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51--100 | <input type="checkbox"/> \$1,000,001--\$2 million |
| <input type="checkbox"/> 101--250 | <input type="checkbox"/> \$2,000,001--\$3.5 million |
| <input type="checkbox"/> 251--500 | <input type="checkbox"/> \$3,500,001--\$5 million |
| <input type="checkbox"/> 501--750 | <input type="checkbox"/> \$5,000,001--\$10 million |
| <input type="checkbox"/> 751--1,000 | <input type="checkbox"/> \$10,000,001--\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |
- (7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its

disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13CFR 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not yet developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance

of Payments Program-- Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in

the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made,

designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.